

IN THE MATTER OF:	)	<b>DE MINIMIS CONTRIBUTOR</b>
	)	<b>ADMINISTRATIVE SETTLEMENT</b>
Constitution Road Drum Site	)	<b>AGREEMENT AND ORDER ON</b>
	)	<b>CONSENT</b>
Proceeding under Section 122(g)(4)	)	
of the Comprehensive Environmental	)	U.S. EPA Region 4
Response, Compensation, and	)	Docket No. CERCLA-04-2012-3754
Liability Act of 1980, as amended,	)	
42 U.S.C. § 9622(g)(4)	)	
	)	

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### I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E. In Region 4, Regional Delegation 14-14-E further delegates the authority through the Director, Superfund



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Division, through the Deputy Director, Superfund Division, to the Chief, Superfund Enforcement and Information Management Branch.

2. This Settlement Agreement is issued to the persons, corporations, or other entities identified in Appendix A (Respondents). Each Respondent agrees to undertake all actions required of it by this Settlement Agreement. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any fact or liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the Statement of Facts or Determinations, or their validity, contained in Sections IV and V, respectively, of this Settlement Agreement.

## **II. STATEMENT OF PURPOSE**

4. By entering into this Settlement Agreement, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows each Respondent to contribute to a cash payment to resolve each Respondent's respective alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

## **III. DEFINITIONS**

5. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:





a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Trust Account" or "Constitution Road *De Minimis* Trust Account" shall mean the account established by Respondents for deposit of the settlement amount required under Paragraph 15 of this Settlement Agreement. The Trust Account shall be established for the benefit of the EPA Hazardous Substance Superfund, and a single payment made payable to the EPA Hazardous Substance Superfund pursuant to the terms of Paragraph 16 of this Settlement Agreement shall be drawn on this Trust Account and remitted to the EPA, with the express exception, that if EPA withdraws or withholds its consent to this Settlement Agreement as provided in Paragraph 34 of this Settlement Agreement, the payment shall be returned to Respondents upon notice from EPA that EPA has withdrawn or withheld its consent. Respondents shall be responsible for paying all fees associated with the creation and maintenance of the Trust Account.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

i. "Parties" shall mean EPA and the Respondents.

j. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A.

k. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).



l. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

m. "Settlement Agreement" shall mean this Settlement Agreement and Administrative Order on Consent and Appendix A attached hereto. In the event of conflict between this Settlement Agreement and Appendix A, the Settlement Agreement shall control.

n. "Site" shall mean the Constitution Road Drum Superfund Site, encompassing approximately five (5) acres, located at 1235 Constitution Road in Atlanta, DeKalb County, Georgia.

o. "United States" shall mean the United States of America and each department, agency and instrumentality of the United States, including EPA.

#### **IV. STATEMENT OF FACTS**

6. For purposes of this Settlement Agreement, EPA finds that:

a. The Site is located at 1235 Constitution Road, Atlanta, DeKalb County, Georgia, and is comprised of approximately five (5) acres. Southeastern Research and Recovery, Inc. (SRR) purportedly operated a Resource Conservation and Recovery Act (RCRA) nonhazardous transfer station at the Site from approximately January 2003 through April 2004, when the Site was abandoned.

b. In April 2003, SRR was issued a solid waste transfer station permit from the Georgia Department of Environmental Protection (GAEPD) for the Site. Although the facility was only permitted as a transfer station, SRR was stockpiling drums, totes, and other containers intended for final disposal at other facilities. Materials shipped, or designated for shipment, to Industrial Environmental Technologies at 1065 Nine North Drive in Alpharetta, Georgia, from January 2003 through April 2004, or SRR at 108 Broadway in Ehrhardt, South Carolina, from June 2003 through April 2004, were ultimately abandoned at the Site.

c. During subsequent inspections by GAEPD, several violations by SRR of GAEPD's regulations were noted. In October 2003, SRR agreed to correct the violations and paid a fine. In January 2004, GAEPD determined that SRR was again potentially violating GAEPD's waste transfer rules. On February 19, 2004, GAEPD issued a notice of violation regarding solid waste regulations.

d. In March 2004, during a GAEPD and EPA inspection at the Site, no SRR personnel were found on Site. During a sampling visit in April 2004, GAEPD found two (2) drums that contained RCRA hazardous waste at the Site. Based on these sample results, GAEPD initiated hazardous waste enforcement proceedings against SRR on May 24, 2004. After SRR failed to comply with a proposed GAEPD consent order, the Site was formally referred to EPA's Emergency Response and Removal Branch (ERRB).



e. Sometime in March or April 2004, SRR abandoned the Site, leaving several tanker trucks and approximately 13,000 drums, totes, and other containers on Site. At the commencement of an EPA emergency removal action in July 2004, several drums and tote containers were discovered leaking. Some of these containers were labeled "hazardous" or "flammable."

f. Since initial mobilization in July 2004, EPA and its contractors completed the following actions: (1) removed drum and tote containers from haphazard piles and staged them in an orderly manner; (2) overpacked leaking drums and totes; (3) created a database of all label and container information from the drums and totes; (4) took digital pictures of all container markings and entered the pictures into a database; (5) hazcatted approximately 1,500 containers; and (6) maintained security at the Site. In addition, several thousand small containers (less than five (5) gallons each) of mixed hazardous and nonhazardous materials were bulked together, analyzed and disposed of off-Site, along with several hundred empty drums.

g. Analytical results indicated that hazardous substances such as xylene, chromium, flammable and acidic liquid wastes were present at the Site in drums and other containers and posed a threat to human health, welfare and the environment.

h. On September 26, 2006, an Administrative Settlement Agreement and Order on Consent was finalized pursuant to which 87 private parties (the PRP Group) agreed to conduct the remaining removal work at the Site, and five (5) federal agencies paid \$72,339.69 towards EPA's past response costs. EPA approved the PRP Group's Final Report on the cleanup on July 3, 2008.

i. Following such removal, EPA reviewed soil data and concluded that no remediation of soil was needed because all data showed that the levels of contamination found at the Site were below EPA Region 4 action levels for industrial/commercial soils. EPA further determined that it was not necessary to sample groundwater and that "no further remedial action [was] planned" (NFRAP) for this Site. A NFRAP designation means that no additional remedial steps under the federal Superfund program will be taken at the Site unless new information warranting further Superfund consideration or conditions not previously known to EPA regarding the Site are disclosed.

7. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604.

8. In performing these response actions, EPA has incurred response costs at or in connection with the Site.

9. EPA's total response costs as of August 29, 2011, are \$3,678,744.94. To date, EPA has collected \$1,186,108.22 of these response costs from other settling parties.



10. Each Respondent listed in Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site.

11. Based on information presently before EPA, EPA believes that no one Respondent contributed in excess of 800 gallons of materials containing hazardous substances, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

12. EPA estimates that the total response costs incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is \$5,085,460.48. The payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount.

## **V. DETERMINATIONS**

13. Based upon the Statement of Facts set forth above and on the Administrative Record for this Site, EPA has determined that:

a. The Constitution Road Drum Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. Each Respondent listed in Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site.

e. There has been an actual or threatened "release" of a "hazardous substance" at or from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

f. The actual or threatened "release" caused the incurrence of response costs.

g. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).





i. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

## **VI. SETTLEMENT AGREEMENT AND ORDER**

14. Based upon the Administrative Record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED TO AND ORDERED:

## **VII. PAYMENT**

15. Prior to signature of this Settlement Agreement by EPA, Respondents shall deposit into the Constitution Road *De Minimis* Trust Account their individual amounts set forth in Appendix A to this Settlement Agreement, for ultimate payment to the EPA Hazardous Substance Superfund. Respondents shall further provide a copy of the bank statement or deposit slips showing the balance of the Trust Account, and written proof of receipt and remittance of each Respondent's payment as specified in Appendix A, to:

Annette Hill  
Enforcement Project Manager  
SD-SEIMB, 11<sup>th</sup> Floor  
U.S. EPA Region 4  
61 Forsyth St., SW  
Atlanta, GA 30303

16. Within 15 days after the Effective Date of this Settlement Agreement, Respondents shall pay from the Constitution Road *De Minimis* Trust Account \$331,467.90, the total amount set forth in Appendix A, to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number A4FK and the EPA docket number for this action. The total amount to be paid by Respondents pursuant to this Paragraph shall be deposited by EPA in the EPA Hazardous Substance Superfund.



17. At the time of payment pursuant to Paragraph 16, Respondents shall send notice that such payment has been made to:

Paula V. Painter  
Environmental Protection Specialist  
SD-SEIMB, 11<sup>th</sup> Floor  
U.S. EPA Region 4  
61 Forsyth St., SW  
Atlanta, GA 30303

and to the EPA Cincinnati Finance Office by email at [acctsreceivable.cinwd@epa.gov](mailto:acctsreceivable.cinwd@epa.gov), or by mail to:

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number A4FK and the EPA docket number for this action.

18. Respondents' payment to EPA includes an amount for past response costs incurred at or in connection with the Site.

#### **VIII. FAILURE TO MAKE PAYMENT**

19. If full payment is not made within the time required by Paragraph 16, Interest shall accrue on the unpaid balance. In addition, if full payment is not made as required by Paragraph 16, the United States may, in addition to any other available remedies or sanctions, bring an action against Respondents seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, for failure to make timely payment.

#### **IX. CERTIFICATION OF RESPONDENT**

20. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:

a. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

b. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).



## **X. COVENANTS BY UNITED STATES**

21. In consideration of the payment that will be made by Respondents under the terms of this Settlement Agreement, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect for each Respondent upon receipt of Respondents' payment as required by Section VII. With respect to each Respondent, individually, these covenants not to sue are conditioned upon: a) the satisfactory performance by Respondent of its obligations under this Settlement Agreement; and b) the veracity of all information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants not to sue extend only to Respondents and do not extend to any other person.

## **XI. RESERVATIONS OF RIGHTS BY UNITED STATES**

22. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all matters not expressly included within Section X (Covenants by United States). Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents with respect to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based on the ownership or operation of the Site by Respondents; or
- e. liability based on the Respondents' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Respondents.

23. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse EPA for additional costs of response, if information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed greater than 800 gallons of the hazardous substances at the



Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

## **XII. COVENANTS BY RESPONDENTS**

24. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Georgia, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 26 (Waiver of Claims) and Paragraph 28 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Reservations of Rights by United States), other than in Paragraph 22(a) (claims for failure to meet a requirement of the Settlement Agreement) or 22(b) (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

25. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

26. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.





### **XIII. EFFECT OF SETTLEMENT/CONTRIBUTION**

27. Except as provided in Paragraph 26 (Waiver of Claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraph 26 (Waiver of Claims), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue included in Paragraph 21.

29. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State of Georgia; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraphs 22(a) (claims for failure to meet a requirement of the Settlement Agreement) or 22(b) (criminal liability), the "matters addressed" in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation. In the event that a Respondent's waiver of claims becomes inapplicable in accordance with Paragraph 26, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for "matters addressed" as defined above.

30. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the



initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days of service of the complaint or claim upon such Respondent. In addition, each Respondent shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

31. Effective upon the signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives such Respondent's payment pursuant to Paragraph 16 of this Settlement Agreement shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 29 of this Settlement Agreement, and that, in any action brought by the United States related to the "matters addressed" as defined in Paragraph 29 of this Settlement Agreement, Respondents will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

#### **XIV. PARTIES BOUND**

32. This Settlement Agreement shall apply to and be binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

#### **XV. INTEGRATION/APPENDIX**

33. This Settlement Agreement and its appendix constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is a table listing Respondents, the number of gallons of materials containing hazardous substances attributed by EPA to each Respondent, and the amount to be paid by each Respondent under the terms of this Settlement Agreement.



#### XVI. PUBLIC COMMENT

34. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

#### XVII. ATTORNEY GENERAL APPROVAL

35. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

#### XVIII. EFFECTIVE DATE

36. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 34 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

FOR EPA:

It is so ORDERED and AGREED this 27<sup>th</sup> day of December, 2011.



Anita L. Davis, Chief  
Superfund Enforcement and  
Information Management Branch  
Superfund Division  
Region 4  
U.S. Environmental Protection Agency





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

AEP Industries, Inc.  
Name of Company

Richard M Boyette  
(Signature)

June 22, 2011.  
(Date)

By: RICHARD M. BOYETTE  
(Name)

Title: VICE PRESIDENT, MANUFACTURING

Address: 1201 SOUTH PINE HILL ROAD  
GRIFFIN, GA. 30224





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Alfred N. Knight Co.

Name of Company

Joseph A. Rhodes, Jr.  
(Signature)

August 5, 2011  
(Date)

By: Joseph A. Rhodes, Jr.  
(Name)

Title: Attorney

Address: 300 N. Main Street

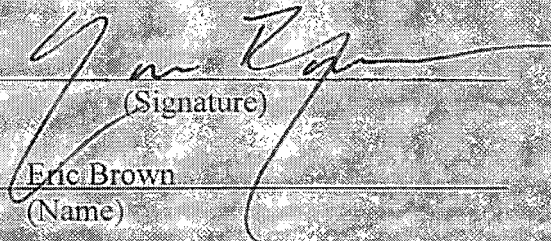
Greenville, S.C. 29602



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

ALTA Refrigeration, Inc.  
Name of Company

  
(Signature)

June 21, 2011  
(Date)

By: Eric Brown  
(Name)

Title: President

Address: 403 Dividend Drive

Peachtree City, GA 30269





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Apache Mills, Inc.  
Name of Company

Lou Ann Napolitano  
(Signature)

6/22/11  
(Date)

By: Lou Ann Napolitano  
(Name)

Title: DIRECTOR, QUALITY AND ENVIRONMENTAL AFFAIRS

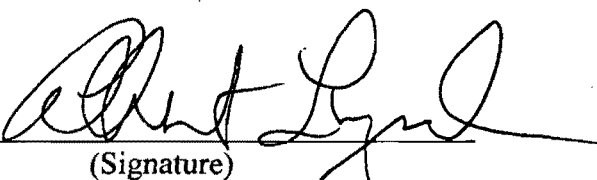
Address: 197 ROYAL DRIVE PO BOX 907  
CAIHOUN, GA 30703



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Armoloy Southeast, Inc.  
Name of Company

  
(Signature)

6/22/11  
(Date)

By: Albert Lynch  
(Name)

Title: President

Address: 785 Electric Dr.  
Sumter, SC 29153





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Arrow Engineering, Inc.  
(k/n/a Arrow Chase Properties, Inc.)  
Name of Company

Robert B. Collier  
(Signature)

June 29, 2011  
(Date)

By: Robert B. Collier  
(Name)

Title: President

Address: 110 Golfview Drive  
Cohutta, GA 30710




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

**ASHWOOD HOLDING CO.**

**Name of Company**

  
\_\_\_\_\_  
(Signature)

6/23/2011  
(Date)

By: Michael A. Grimsley  
(Name)

Title: President

Address: 1440 Dutch Valley Pl  
Suite 100  
Atlanta, GA 30324



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Reese Enterprises, Inc.  
d.b.a. Astro Plastics  
Name of Company

James R. Kinville  
(Signature)

6/27/11  
(Date)

By: James R. Kinville  
(Name)

Title: Chief Operating Officer

Address: P.O. Box 459  
16350 Asher Avenue  
Rosemount, MN 55068





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Atco International  
Name of Company

[Signature]  
(Signature)

6/29/2011  
(Date)

By: Michelle Tiller Frank  
(Name)

Title: President

Address: 1401 Barclay Circle  
Moretta GA 30060





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Atlanta Attachment Company  
Name of Company

*Ronald W. Ford*

(Signature)

6/20/2011

(Date)

By: RONALD W. FORD  
(Name)

Title: CFO

Address: 362 INDUSTRIAL PARK DRIVE  
LAWRENCEVILLE, GA 30046



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

AT&T Inc. and its  
direct and indirect  
subsidiaries

FOR RESPONDENT:

Name of Company



(Signature)

June 22, 2011

(Date)

By: Paul Shorb  
(Name)

Title: General Attorney

Address: AT&T Services, Inc.

99 Bedford St., Suite 420  
Boston, MA 02111



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Atlas Cold Storage  
Name of Company

Michael J. Delaney  
(Signature)

July 6, 2011  
(Date)

By: Michael J. Delaney  
(Name)

Title: ESP and General Counsel

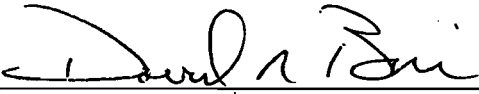
Address: c/o AmeriCold Logistics, LLC  
10 Glenlake Pkwy  
Suite 800, South Tower  
Lawrenceville, GA 30328



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Avnet, Inc.  
Name of Company

  
(Signature)

July 5, 2011  
(Date)

By: David R. Birk  
(Name)

Title: Senior Vice President

Address: 2211 S 47<sup>th</sup> St.

Phoenix, AZ 85034





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site.

**FOR RESPONDENT:**

Boral Bricks Inc  
Name of Company

  
(Signature)

8 / 10 / 2011  
(Date)

By: Alan Spear  
(Name)

Title: VP Finance

Address: 200 Marcell Ct East  
Roswell, GA 30076



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

B&M Tooling, Inc.  
Name of Company

Mark W. McGee  
(Signature)

06/23/11  
(Date)

By: Mark W. McGee  
(Name)

Title: Vice President

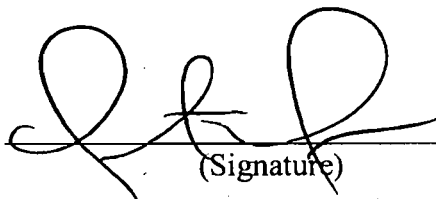
Address: 1206 W. Interstate Blvd.  
Florence, SC 29501



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

BULL MOOSE TUBE COMPANY  
Name of Company

  
(Signature)

7/1/11  
(Date)

By: DUNSTAN DISSELHORST  
(Name)

Title: MANAGER OF CORPORATE SAFETY + ENVIRONMENTAL PROGRAMS

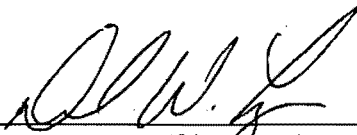
Address: 1819 CLARKSON RD  
CHESTERFIELD MO 63017



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

CAROLINA HOSE & HYDRAULICS  
Name of Company

  
(Signature)

6/22/11  
(Date)

By: DAVID W. LONG  
(Name)

Title: V. PRESIDENT

Address: 208 NORTHEAST DRIVE  
SPARTANBURG SC 29303





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

CARTER & Associates, LLC  
Name of Company

Michael F. Burson  
(Signature)

6-30-11  
(Date)

By: Michael F. Burson  
(Name)

Title: Senior Vice President

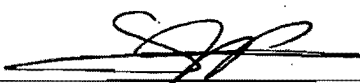
Address: 171 17th Street Suite 1200  
Atlanta, GA



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

CELLYONE Holdings  
Name of Company

  
(Signature)

6/20/2011  
(Date)

By: P. AUGER  
(Name)

Title: CFO

Address: 1006 Marley Dr.

Haines City, FL 33844



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Centro NP Stockbridge Village, LLC  
Name of Company

  
\_\_\_\_\_  
(Signature)

7/6/11  
(Date)

By: Steven Siegal  
(Name) EVP  
General Counsel

Title: \_\_\_\_\_

Address: 420 Lexington Ave, 7th Floor  
New York, NY 10170



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

**BASF Corporation**  
as successor to Ciba Specialty  
Chemicals a/k/a Ciba Corporation

**Name of Company**

Nani Bernardo

(Signature)

June 21, 2011

(Date)

By: Nani Bernardo  
(Name)

Title: Senior Environmental Counsel

Address: BASF Corporation

100 Campus Drive

Florham Park, NJ

New Jersey, 07932





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Indore Oil Company  
Name of Company  
City # 21

[Signature]  
(Signature)

7-15-2011  
(Date)

By: Mihir Patel  
(Name)

Title: General Manager

Address: 1000 Main St, Ste D  
Sta Mtn, GA 30083

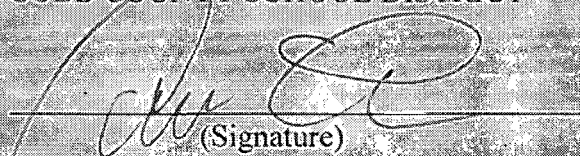




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**  
COBB COUNTY SCHOOL DISTRICT

**Cobb County School District**

  
(Signature)

7-1-2011  
(Date)

Brock Clay Calhoun & Rogers, LLC  
Attorneys for Cobb County School District

By: Cheryl V. Shaw, Esq.  
For the Firm

49 Atlanta Street  
Marietta, GA 30060



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

CONSUMERS AUTOMOTIVE, INC  
Name of Company

[Signature]  
(Signature)

8/4/11  
(Date)

By: MICHAEL HOHL  
(Name)

Title: PRES

Address: 1341 JOE FRANK HARRIS PKWY  
CARTERSVILLE, GA 30120





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Corrections Corporation of America  
Name of Company Re: Coffee Fac.

  
(Signature)

6/27/11  
(Date)

By: Tim DeBuse  
(Name)

Title: Acting Vice President, Real Estate

Address: 10 Burton Hues Boulevard  
Nashville, TN 37215

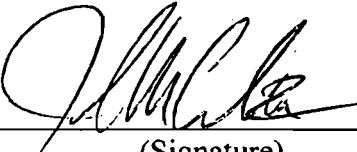




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

COUNCIL TOOL CO., INC.  
Name of Company

  
(Signature)

6/22/2011  
(Date)

By: JOHN M. COUNCIL III  
(Name)

Title: PRESIDENT

Address: PO BOX 165

LAKE WACCA MAW NC 28450



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

(CCKI)  
Color Resources International, Inc.  
Name of Company

Martha J. Schenck  
(Signature)

6/21/2011  
(Date)

By: Martha J. Schenck  
(Name)

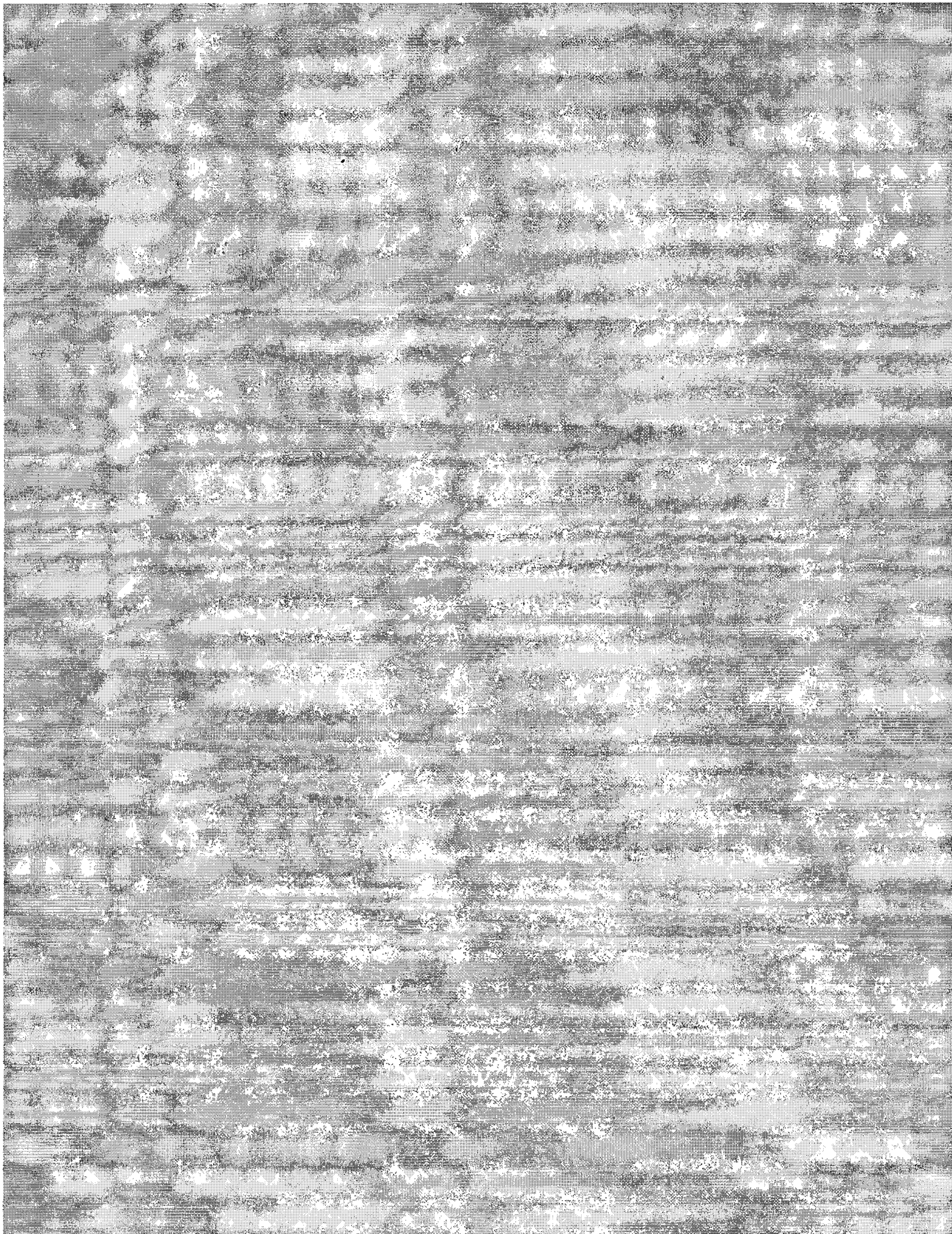
Title: Manager

Address: 300 International Blvd.

Fountain Inn, SC 29644









THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

CUMMING COLLISION CENTER, INC.  
Name of Company

Timothy Hewatt  
(Signature)

9-27-2011  
(Date)

By: TIMOTHY HEWATT  
(Name)

Title: PRES.

Address: 525 ATLANTA RD.  
CUMMING, GA 30040





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Duramatic Products  
Name of Company

Daniel Smith  
(Signature)

6-24-11  
(Date)

By: Daniel Smith  
(Name)

Title: Ind. Eng. Mgr.

Address: 807 Teal Lane  
Glennville, GA 30427



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

DyStar, LP  
Name of Company

[Signature]  
(Signature)

6/21/11  
(Date)

By: Steven Hennen  
(Name)

Title: Chief Financial Officer

Address: 9844 A Southern Pine Blvd  
Charlotte, NC 28273





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Elreha Printed Circuits  
Name of Company

  
(Signature)

6/28/2011  
(Date)

By: Junis Hamadeh  
(Name)

Title: Vice President

Address: 2510 Terminal Dr. S  
St. Petersburg, FL 33712



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Empire Die Casting Company, Inc.  
Name of Company

  
(Signature)

7-1-11  
(Date)

By: ROBERT A. HOPKINS  
(Name)

Title: PRESIDENT

Address: 635 East Highland Road

Macedonia, Ohio 44056

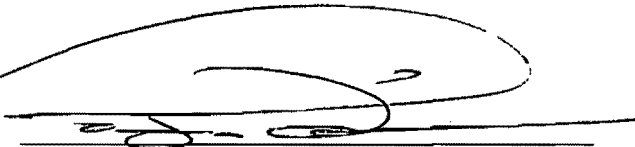




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

ACME LTD. 460 ESN Southern  
Name of Company

  
(Signature)

07/07/11  
(Date)

By: Mark F. HANKINSON  
(Name)

Title: PRESIDENT

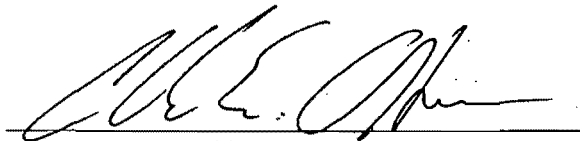
Address: 3600 C KENNESAW N. IND. PARK,  
KENNESAW, GA 30144



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Flowers Bakery of Tucker, LLC  
(f/k/a European Bakers, Ltd.)  
**Name of Company**

  
(Signature)

06/21/2011  
(Date)

By: Charles E. O'Hara  
(Name)

Title: Plant President

Address: 5055 S. Royal Atlanta Dr  
Tucker, GA 30084



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Exel Inc.  
Name of Company

Mickey R. Dragash  
(Signature)

JUNE 29, 2011  
(Date)

By: Mickey R. Dragash  
(Name)

Title: Associate General Counsel

Address: 570 Polaris Pkwy  
Westerville OH 43082





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Fenner Dunlop  
Name of Company

Michael A Gylott  
(Signature)

8/10/11  
(Date)

By: Michael A Gylott  
(Name)

Title: Accounting Manager

Address: 1000 Omega Dr.

Suite 1400  
Pgh. PA 15205





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Fieldale Farms Corp.  
Name of Company

Tom Hensley  
(Signature)

6-21-2011  
(Date)

By: Tom Hensley  
(Name)

Title: PRESIDENT


Address: 555 BROILER BLVD.  
BALDWIN, GA. 30511



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Filtration Group Incorporated  
Name of Company

  
(Signature)  
By: JAMES J. NEALON  
(Name)

7/6/2011  
(Date)

Title: CEO

Address: 912 E. WASHINGTON ST.  
JOLIET IL 60433






THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Finan Templeton Dermatopath Assoc  
Name of Company

  
(Signature)

6/21/11

(Date)

By: Stephen F. Templeton  
(Name)

Title: Secretary

Address: 6095 Barfield Rd, Ste 200  
Atlanta, GA ~~30345~~ 30328





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

First Cherokee State Bank  
Name of Company

  
(Signature)

July 5, 2011  
(Date)

By: Michael R. McCoy, Sr.  
(Name)

Title: Senior Vice President

Address: 9860 Highway 92

Woodstock, GA 30188





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

FIVE STAR FOOD SERVICE  
Name of Company

[Signature]  
(Signature)

21 JUN 11  
(Date)

By: GRAYSON WOOD  
(Name)

Title: MR. RICH. WAT

Address: 6015 CENTURY OAK DR SUITE 100  
CHATTANOOGA TN 37411



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Florida Service Painting, Inc. dba  
Service Painting of Florida

Name of Company

Gary L. Johnson, Pres.  
(Signature)

June 29, 2011

(Date)

By: Gary L. Johnson  
(Name)

Title: President

Address: 12140 Metro Parkway Suite K

Fort Myers, FL 33966





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Fuel Quality Services, Inc.  
Name of Company

Debra Chesneau  
(Signature)

June 23, 2011  
(Date)

By Debra Chesneau  
(Name)

Title: Vice President

Address: P.O. Box 1380  
Flowery Branch, GA 30542

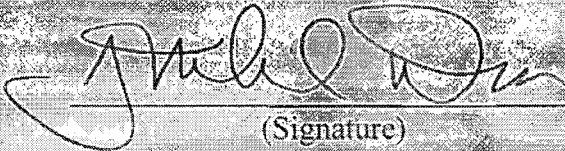




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Georgia-Pacific LLC  
Name of Company

  
(Signature)

June 23, 2011  
(Date)

By: J. Michael Davis  
(Name)

Title: Assistant General Counsel - Environmental

Address: 133 Peachtree St.

Atlanta, Georgia 30303

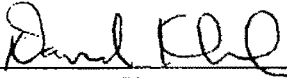




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Trane U.S. Inc. (on behalf of Georgia Trane)  
Name of Company

  
(Signature)

8/2/11  
(Date)

By: David Kuhl  
(Name)

Title: Vice President & Treasurer

Address: 1 Centennial Avenue  
Piscataway, NJ 08854



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Glen Raven Custom Fabrics, LLC  
Name of Company      Glen Raven

Carl E. Wallace, Jr.  
(Signature)

June 24, 2011  
(Date)

By: CARL E. WALLACE, JR.  
(Name)

Title: VICE PRESIDENT

Address: 1831 North Park Ave.  
GLEN RAVEN, N.C. 27217



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Global Textile Services

Name of Company

  
(Signature)

6/22/11

(Date)

By: Tom Peeples  
(Name)

Title: Managing Partner

Address: 204 Industrial Bldg.

Dalton, GA 30720



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Graphic Communications Corporation  
**Name of Company**

  
(Signature)

07/06/2011  
(Date)

By: Hoyt Tuggle  
(Name)

Title: President

Address: 394 N. Clayton St

Lawrenceville GA 30046





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

GRAPHIC SOLUTIONS GROUP, INC.  
Name of Company

Ron Thurmond

(Signature)

June 21, 2011

(Date)

By: Ron Thurmond  
(Name)

Title: CEO

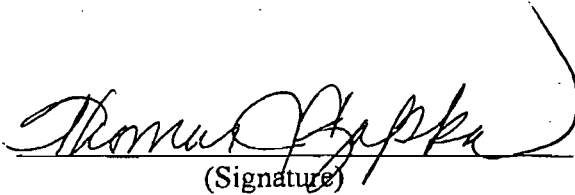
Address: 8575 COBB INTERNATIONAL BLVD.  
KENNESAW, GA 30152



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Great Dane Limited Partnership,  
a Delaware Limited Partnership  
**Name of Company**

  
(Signature)

September 27, 2011  
(Date)

By: Thomas J. Czapka  
(Name)

Title: Treasurer

Address: 222 N. LaSalle Street, Suite 800  
Chicago, IL 60601





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Habersham Metal Products  
Name of Company

  
(Signature)

06-23-2011  
(Date)

By: Richard McCoy  
(Name)

Title: Safety, Health, and Environmental Director

Address: 264 Stapleton Road

Cornelia, GA 30531



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Hansen International, Inc  
Name of Company

6/20/11

(Date)

  
(Signature)

By: John T. Seehof  
(Name)

Title: President

Address: 130 Zenker Rd  
Lexington, SC 29072





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Harrison's Body Shop  
Name of Company

Kimberly L. Harrison  
(Signature)

6/23/2011  
(Date)

By: Kimberly L. Harrison  
(Name)

Title: President

Address: 718 Forest Hill Rd.  
Macon Ga. 31210



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Harris Interactive Media, Inc.  
Name of Company



(Signature)

6/24/11

(Date)

By:

SCOTT SHAMBLIN

(Name)

Title:

Address: 1519 Stone Ridge Dr.  
Stone Mt., Ga. 30083






THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

H. B. Fuller Company  
Name of Company

  
(Signature)

6/22/2011  
(Date)

By: Traci Jensen  
(Name)

Title: V.P. North America Adhesives

Address: 1200 Willow Lake Blvd.  
Vadnais Heights MN 55110





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Hollingsworth + Vose Company  
Name of Company

Deirdre M. Murphy  
(Signature)

6/27/2011  
(Date)

By: Deirdre M. Murphy  
(Name)

Title: Vice President + General Counsel

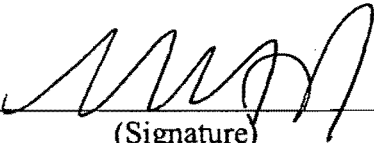
Address: 112 Washington St.  
E. Walpole, MA 02032



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Home Depot, U.S.A.  
Name of Company

  
(Signature)

6-21-11  
(Date)

By: Mike Dalton  
(Name)

Title: COUNSEL - STORE OPERATIONS

Address: ~~2455~~

2455 PACES FERRY RD  
C-20  
ATLANTA, GA 30339





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Howard & Sons Automotive Service  
DAH  
Name of Company  
Howard Wrecker Service

Philip E Howard  
(Signature)

6/21/2011  
(Date)

By: Philip E Howard  
(Name)

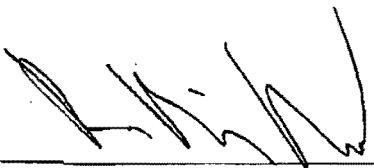
Title: President

Address: 2465 Ventura Place  
Smyrna, Ga 30080



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

  
\_\_\_\_\_  
(Signature)

By: R. Miller Adams  
(Name)

Title: General Counsel and E.V.P.

Address: 6721 Columbia Gateway Dr.  
Columbia, MD 21046

Integral Systems, Inc.  
Name of Company

6/27/11  
(Date)

☒ ORIGINAL

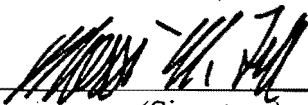




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Jackson and Tull  
Name of Company

  
(Signature)

06/25/2011  
(Date)

By: Mossi K. Tull  
(Name)

Title: Chief Operating Officer

Address: 2705 Bladensburg Road NE

Washington, DC 20018



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

JM Huber Corporation  
Name of Company

Carol L. Messer  
(Signature)

June 27, 2011  
(Date)

By: Carol L. Messer  
(Name)

Title: Vice President & General Counsel  
Address: J. M. Huber Corporation  
8<sup>th</sup> Floor  
499 Thornall Street  
Edison, NJ 08837



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Allied Tank & Fluid Control Corporation  
Name of Company d/b/a KAF-Test

Eileen P. Tierney  
(Signature)

6-29-11  
(Date)

By: Eileen P. Tierney  
(Name)

Title: Deputy General Counsel

Address: 14100 S. Lathrop Ave  
Harvey, IL 60426






THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Kimberly - Clark Corporation  
Name of Company

  
(Signature)

06/30/2011  
(Date)

By: John H. Pownall  
(Name)

Title: Mill Manager


Address: 246 Old Jackson Highway  
Beech Island, SC 29842



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

LATINO ENTERPRISES, INC DBA  
LA CHIQUITA TORTILLA  
Name of Company

  
(Signature)

7/21/11  
(Date)

By: ADAM OLIVARO  
(Name)

Title: GENERAL MANAGER

Address: 3451 ATLANTA INDUSTRIAL PKWY  
ATLANTA, GA 30331



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Lafarge Building Materials Inc.  
Name of Company

[Signature]  
(Signature)

July 12, 2011  
(Date)

By: Peter L. Keelley  
(Name)

Title: Vice President

Address: 12018 Sunrise Valley Dr. #500  
Reston, VA 20191



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

\_\_\_\_\_  
Name of Company

William R Knight  
(Signature)

\_\_\_\_\_  
(Date)

By: William R Knight  
(Name)

Title: partner

Address: \_\_\_\_\_  
\_\_\_\_\_

**LEE'S S. BODY SHOP L.L.C.**  
1572 Furman Fendley Hwy.  
UNION, SC 29379  
(864) 427-4616

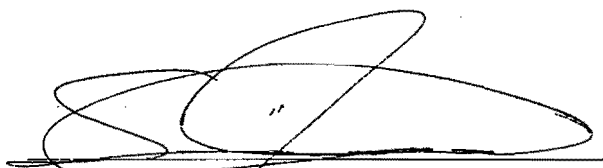




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Manuel's Body Shop  
Name of Company

  
(Signature)

6-20-2011  
(Date)

By: Manuel Antonio Balcarcel  
(Name)

Title: Owner / President

Address: 589 Main St. (P.O. Box 70)

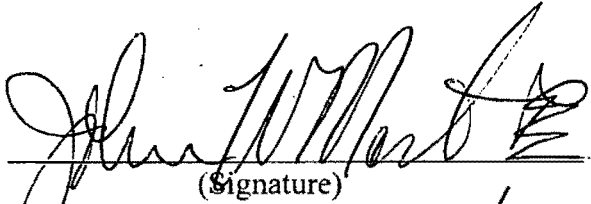
Daisy, GA, 30423



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Mar-Mac Wire, Inc.  
Name of Company

  
(Signature)

6/21/11  
(Date)

By: John W. Mart, III  
(Name)

Title: CEO

Address: 229 MarMac Drive Rd  
McBee SC 29101



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

MAXELL CORPORATION OF AMERICA  
Name of Company

L. Haene

(Signature)

6/21/2011

(Date)

By: LEONARD HAENE  
(Name)

Title: VICE PRESIDENT

Address: 3 GARRET MOUNTAIN PLAZA, STE 300  
WOODLAND PARK, NJ 07424





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Maxim Technologies, Inc.

**Name of Company**



(Signature)

June 20, 2011

(Date)

By: Edward A. Bernstein

(Name)

Title: Vice President Contracts/Legal

Address: 3475 E. Foothill Blvd.

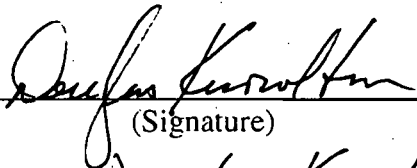
Pasadena, CA 91107



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

McMurray Fabrics, Inc.  
Name of Company

  
(Signature)

6/24/11  
(Date)

By: Douglas Knowlton  
(Name)

Title: VP, Finance

Address: 105 Vann Place  
Aberdeen NC 28315



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Metal Coaters of Georgia, a division of  
Name of Company ACI Group, Inc.

  
(Signature) 1)

June 27, 2011  
(Date)

By: Todd R. Moore  
(Name)

Title: Executive Vice President & General Counsel

Address: 10943 N. Sam Houston Parkway W.  
Houston, Texas 77064



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

MIChem, Inc.  
Name of Company

John W. McCollum  
(Signature)

6/23/2011  
(Date)

By: John W. McCollum  
(Name)

Title: President

Address: 1061 Martin Rd.

Williamston, S.C. 29697





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Microcast Technologies Corp.  
Name of Company

Dean Fuschetti As Sec.  
(Signature)

6/21/11  
(Date)

By: Dean Fuschetti  
(Name)

Title: Secretary

Address: 1611 W. Elizabeth Ave  
Linden, NJ. 07036

DF  
6/21/11



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

MLI HOLDINGS, INC  
P/K/A MILSTER LABEL, INC.  
Name of Company

  
(Signature)

6/22/11  
(Date)

By: DALE F. COERVER  
(Name)

Title: PRESIDENT

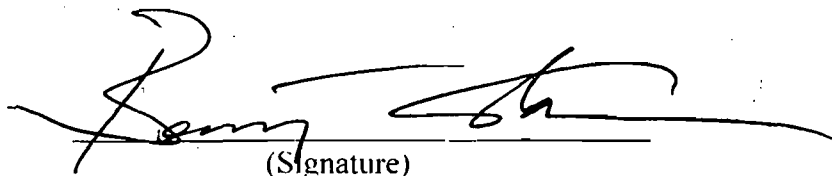
Address: 254 WHISTLEWOOD LANE  
HENDERSONVILLE, NC 28739



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Mitchell County Board of Commissioners  
**Name of Company**

  
(Signature)

June 21, 2011

(Date)

By: Bennett Adams  
(Name)

Title: County Administrator

Address: 26 N. Court Street

Camilla, GA 31730

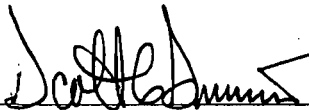




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

GENUINE PARTS COMPANY d/b/a  
NAPA AUTO PARTS  
Name of Company

  
\_\_\_\_\_  
(Signature)

June 28, 2011  
(Date)

By: SCOTT C. SMITH  
(Name)

Title: SENIOR VICE PRESIDENT & CORPORATE COUNSEL

Address: 2999 CIRCLE 75 PARKWAY  
ATLANTA, GA 30339



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Network Communications, Inc.

Network Communications, Inc.  
Name of Company

Susan Quinn Deese

(Signature)

9/20/11

(Date)

By: Susan Quinn Deese  
(Name)

Title: Senior VP & General Counsel

Address: 2305 Newport Parkway  
Lawrenceville, GA 30043  
770-962-1220 x 24200

#392055





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

NTA Graphics South, Inc.  
Name of Company

Greg K. Lansing  
(Signature)

10-3-11  
(Date)

By: GREG K. LANSING  
(Name)

Title: President

Address: 201 Republic Circle  
Birmingham, Alabama, 35214





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

  
(Signature)

OFFSET ATLANTA  
Name of Company

6-21-11  
(Date)

By: GENE HINDMAN  
(Name)

Title: PRESIDENT

Address: 3719 NORTH PEACHTREE RD  
SUITE 200  
ATLANTA GA 30341





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Oriental Weavers USA, Inc.  
Name of Company

Darrel V. McKay  
(Signature)

June 28, 2011  
(Date)

By: Darrel V. McKay  
(Name)

Title: VP Finance

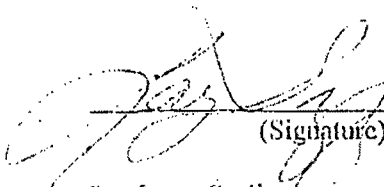
Address: 3295 Dug Gap Road  
Dalton, GA 30720



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

OTR Wheel Engineering, Inc.  
Name of Company

  
\_\_\_\_\_  
(Signature)  
By: Larry Szeliga  
(Name)

June 21, 2011  
(Date)

Title: Chief Executive Officer

Address: 6 Riverside Industrial Park

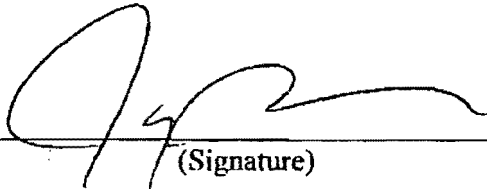
Rome, Georgia 30161



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Pharmalabel  
Name of Company

  
(Signature)

6/22/2011  
(Date)

By: Jay Brown  
(Name)

Title: Director of Quality and EHS

Address: 7915 Industrial Village Road

Greensboro, NC 27409

[Former location: 4190 Piedmont Parkway, Greensboro, NC 27410]



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Piedmont Chemical Industries I, LLC  
Name of Company

Ray Soyars  
(Signature)

9-29-11  
(Date)

By: Ray Soyars  
(Name)

Title: Treasurer

Address: 331 Burton Ave

High Point, NC 27262





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

PONTEN PICK-UP PRODUCTS CO.  
Name of Company

  
(Signature)

SEPTEMBER 28, 2011  
(Date)

By John L. Cipriani Jr.  
(Name)

Title: PRESIDENT

Address: 273A BROWNG ROW

CINCINNATI, OH 45239



"Appendix A" is a table listing Respondents, the number of gallons of materials containing hazardous substances attributed by EPA to each Respondent, and the amount to be paid by each Respondent under the terms of this Settlement Agreement.

#### **XVI. PUBLIC COMMENT**

34. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

#### **XVII. ATTORNEY GENERAL APPROVAL**

35. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

#### **XVIII. EFFECTIVE DATE**

36. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 34 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

FOR EPA:

It is so ORDERED and AGREED this \_\_\_\_ day of \_\_\_\_\_, 2011.

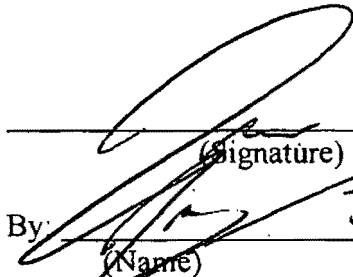
\_\_\_\_\_  
Anita L. Davis, Chief  
Superfund Enforcement and  
Information Management Branch  
Superfund Division  
Region 4  
U.S. Environmental Protection Agency



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Prestige Collision  
Name of Company

  
(Signature)  
By: James Long  
(Name)  
Title: OWNER

7/5/11  
(Date)

Address: 211 Dehaib Ind Way  
Decatur GA 30030





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Pro Body Shop  
Name of Company

[Signature]  
(Signature)

6 27 11  
(Date)

By: Mark Crose  
(Name)

Title: Owner

Address: 130 Queens Circle

Panama City FL 32405



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Quality Finishings of GA, LLC  
Name of Company

Krista Dooley  
(Signature)

6/27/11  
(Date)

By: Krista Dooley  
(Name)

Title: Controller

Address: P.O. Box 549 355 Old Dalton Rd. NE  
Calhoun GA 30703



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Randall Hoopers Inc  
Name of Company

  
(Signature)

11-10-11  
(Date)

By: LESTER M. CARSON  
(Name)

Title: PRESIDENT

Address: PO Box 4125  
DALTON, GA 30719



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Ray's Collision Center of Auburn  
Name of Company

Dana G. Hendrix  
(Signature)

August 10, 2011  
(Date)

By: Dana G. Hendrix  
(Name)

Title: CEO/President

Address: 130 E. Veterans Blvd.  
Auburn, AL 36832





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Ritz Instrument Transmitters  
Name of Company

[Signature]  
(Signature)

9/22/11  
(Date)

By: John V. Stelmack  
(Name)

Title: Director of Finance

Address: 25 Humber, Ave.  
Luxemb, GA 30553



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

SCIENTIFIC GAMES International  
Name of Company

Joseph Stewart  
(Signature)

6/27/2011  
(Date)

By: JOSEPH STEWART  
(Name)

Title: VP, Chief Procurement Officer

Address: 1500 BLUEGRASS LAKES PARKWAY  
ALPHARETTA, GA 30004





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

SEKISUI TA INDUSTRIES, L.L.C.

**Name of Company**

Bruce F. Dane  
(Signature)

5 OCT. 2011  
(Date)

By: BRUCE F. DANE  
(Name)

Title: SR. MANUFACTURING MGR

Address: 100 S. PUENTE STREET  
BREA, CA 92821

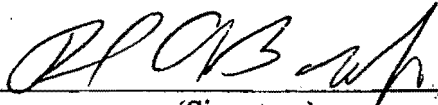




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

SE SETCO LLC  
Name of Company

  
(Signature)

10/4/11  
(Date)

By: PAUL A. DANCY JR  
(Name)

Title: GENERAL MANAGER

Address: 3650 BURNETTE PARK DR.  
SUNWAVEE GA. 30024



4-888-9577

Dune madlock

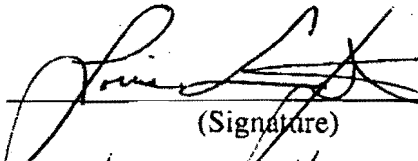


THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

SHERWIN WILLIAMS  
WHITE LIGHTNINGS

\_\_\_\_\_  
Name of Company

  
\_\_\_\_\_  
(Signature)

6/22/11  
\_\_\_\_\_  
(Date)

By: Lou Stellato  
\_\_\_\_\_  
(Name)

Title: VP GC  
\_\_\_\_\_

Address: 101 PROSPECT AVE  
CLEVELAND OHIO 44115  
\_\_\_\_\_





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

SONOCO PRODUCTS COMPANY  
Name of Company F/K/A ENGRAPH

  
(Signature)

26 JULY 2011  
(Date)

By: RITCHIE L. BOND  
(Name)

Title: TREASURER

Address: WARRISVILLE, SC





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Southeastern Newspapers  
Company, LLC

C.S. Mitchell  
(Signature)

6/27/2011  
(Date)

By: CRAIG S. MITCHELL  
(Name)

Title: SR. VICE PRESIDENT

Address: 725 BROAD ST.  
AUGUSTA, GA. 30901

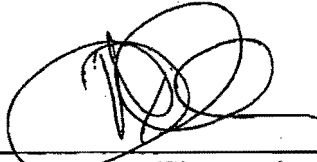


THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

SOUTHTOWNE HYUNDAI  
(SOUTHTOWNE MOTORS, INC)

Name of Company

  
(Signature)

7/7/2011  
(Date)

By: Har Phipps  
(Name)

Title: President

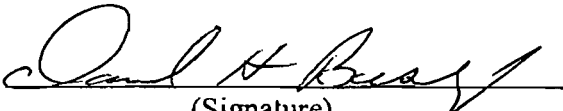
Address: 7665 Hwy 65 S  
Riversdale, GA 30274



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

**Southwestern Machine & Tool  
Works, Inc.**

  
(Signature)

06/27/2011  
(Date)

By: David H. Bishop  
(Name)

Title: President

Address: P.O. Box 590  
Leesburg, GA 31763

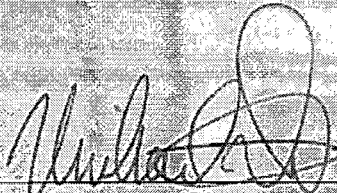




THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Specialty Maintenance & Construction, Inc  
Name of Company

  
(Signature)

November 22, 2011  
(Date)

By: Michael Anderson  
(Name)

Title: Vice-President

Address: 4015 Drane Field Rd

Lakeland, FL 33807





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

THE STARFLO CORP

Name of Company

  
(Signature)

7-5-11  
(Date)

By: SALLY SAND  
(Name)

Title: VP- ACCTING & Co OPER


Address: 940 CROSSCREEK RD  
ORANGEBURG SC 29115

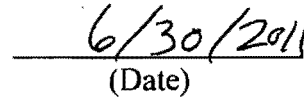


THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

**Sterling Collision Centers, Inc.**

  
(Signature)

  
(Date)

By: Nicholas A. Notte, Jr.

Title: President

Address: Sterling Collision Centers, Inc.  
9 Tech Circle  
Natick, MA 01760



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Stonewall Construction, Inc.  
Name of Company

Dana Sutro

(Signature)

6-27-11

(Date)

By: Dana Sutro  
(Name)

Title: Secretary

Address: 4475 Settles Br. Rd.

Suwanee, GA 30024





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Supreme Chemicals of GA. Inc.  
**Name of Company**

  
(Signature)

6/21/2011  
(Date)

By: Ed Rice  
(Name)

Title: CEO

Address: 1535 Oak Industrial Lane, Suite B

Cumming, GA 30041



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Supreme Corporation  
Name of Company

Philip B. Smith  
(Signature)

6/21/11  
(Date)

By: Philip B. Smith  
(Name)

Title: V.P. & G.M.

Address: P.O. Box 939

Griffin, GA. 30224



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

O'Farrell Collision  
Name of Company

Sidney O'Farrell  
(Signature)

9-10-11  
(Date)

By: Sidney O'Farrell  
(Name)

Title: pro

Address: 2725 N Buford Hwy  
Duluth GA 30096





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Tech SPECIALIST INC.  
Name of Company

Ch B Crow Jr.  
(Signature)

6/22/2011  
(Date)

By: CHARLES B. CROW JR.  
(Name)

Title: PRESIDENT

Address: 810 GREAT SOUTHWEST PKWY.  
ATLANTA GA 30336



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

*TIN Inc., d.b.a.  
Temple - Inland, f.k.a.  
Inland Paperboard and Packaging, Inc.*

FOR RESPONDENT:

Name of Company



(Signature)

*9-26-2011*

(Date)

By:

*Russell G. Parish*

(Name)

Title:

*Corporate Attorney*

Address:

*TIN Inc. d/b/a Temple-Inland*

*1300 S. Mo. Pac. Expy.  
3rd Floor  
Austin, TX 78746*



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

TESTING SERVICES INC  
Name of Company

Erle W. Miles Sr.  
(Signature)

11/17/2011  
(Date)

By: ERLE W. MILES SR.  
(Name)

Title: PRESIDENT

Address: 817 SHOWALTER DR  
DALTON GA 30721



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

JOHN THORNTON CHEVROLET  
Name of Company

W.O.D. [Signature]  
(Signature)

11/10/2011  
(Date)

By: W.O. DETTMERUNG III  
(Name)

Title: DEALER

Address: 1971 THORNTON ROAD

LITHIA SPRING, GA. 30122





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

TIPCO PUNCH, INC  
Name of Company

Scott M. Ellsworth  
(Signature)

9/28/11  
(Date)

By: SCOTT M. ELLSWORTH  
(Name)

Title: VICE PRESIDENT

Address: 6 ROWE CT.  
HAMILTON, OH 45015



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Toecoa Metal Finishing, Inc  
Name of Company      AKA  
Team Metal Finishing, Inc.

Fredda D. Mast  
(Signature)

6/21/2011  
(Date)

By: Fredda D. Mast  
(Name)

Title: VP

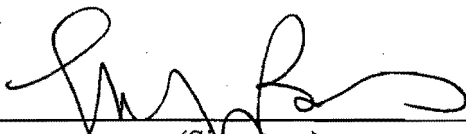
Address: 286 CLARY CONNECTOR  
Toecoa, GA 30577



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

THUSSEN KROPP STEEL SERVICES  
Name of Company

  
(Signature)

7/22/11  
(Date)

By: STEPHEN J BURNS  
(Name)

Title: VP & CFO

Address: 17901 ENGLEWOOD DRIVE  
MIDDLETOWN HTS, OH 44130



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Ullares Material Handling, Inc.  
Name of Company

Gary Slater  
(Signature)

6-22-11  
(Date)

By: GARY SLATER  
(Name)

Title: President & CEO

Address: 701 16<sup>th</sup> Ave East  
Springfield, TN. 37172





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Union Oil Company of California  
Company

  
(Signature)

July 1, 2011  
(Date)

By: Frank G. Soler  
(Name)

Title: Assistant Secretary

Address: 6001 Bollinger Canyon Road

San Ramon, CA 94583



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

United States Pipe & Foundry Co.  
Name of Company

By: Robert Barker  
(Signature)

7/28/2011  
(Date)

By: Robert Barker  
(Name)

Title: Executive VP + Gen'l Counsel

Address: Mueller Water Products, Inc.  
1200 Abernathy Road, Ste. 1200  
Atlanta, GA 30328

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THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Universal Textile Technologies

Name of Company



(Signature)

6/22/11

(Date)

By: Tom Peeples

(Name)

Title: Managing Partner

Address: 204 Industrial Blvd.

Dalton, GA 39720



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA  
Name of Company

B. B. Millsap  
(Signature)

JUNE 20, 2011  
(Date)

By: BURR MILLSAP  
(Name)

Title: ASSOCIATE VICE PRESIDENT,  
ADMINISTRATION & FINANCE

Address: 660 PARRINGTON OVAL ROOM 204  
NORMAN OK 73019





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

V's Customs INC.  
Name of Company

Vernon Raven  
(Signature)

7-6-11  
(Date)

By: Vernon Raven  
(Name)

Title: CEO

Address: 3781 Campbell/How Rd  
Atlanta, GA 30331



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

Walmart Stores, Inc  
Name of Company

Rosalind G. Brewer  
(Signature)

30 June 2011  
(Date)

By: Rosalind G. Brewer  
(Name)

Title: President, Walmart Stores


Address: 400 Interstate Pkwy  
Ste 950  
Atlanta, GA 30339



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site.

**FOR RESPONDENT:**

**WALTON COMMUNITIES, LLC**  
**Name of Company**

  
\_\_\_\_\_  
(Signature)

June 21, 2011  
(Date)

By: Keith A. Davidson  
(Name)

Title: Co-Manager

Address: 2181 Newmarket Parkway  
Marietta, GA 30067





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

FOR RESPONDENT:

LAND-WILSON CONTINUOUS BOARD  
Name of Company LIMITED PARTNERSHIP

  
(Signature)

6/28/11  
(Date)

By: PAUL SCHAFFMAN  
(Name)

Title: DIRECTOR OF REGULATORY AFFAIRS

Address: PO BOX 336  
MONTVILLE, CT 06353





THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

Williams Machine Inc.  
Name of Company

Suzon L. Williams  
(Signature)

6-21-2011  
(Date)

By: SUZON L. Williams  
(Name)

Title: Co-owner

Address: 764 Co. Rd. 1845  
Arab, AL 35016



THE UNDERSIGNED RESPONDENT enters into this *De Minimis* Settlement Agreement in the matter of the Constitution Road Drum Site:

**FOR RESPONDENT:**

**WINN-DIXIE LOGISTICS, INC.**

Chris Scott  
(Signature)

6/28/11  
(Date)

By: Chris Scott

Title: Group Vice President - Logistics

Address: c/o Winn-Dixie Stores, Inc.  
5050 Edgewood Court

Jacksonville, FL 32254

LEGAL APPROVED  
ATTY: [Signature]  
DATE: 6/28/11





THE UNDERSIGNED RESPONDS TO THE *De Minimis* Settlement Agreement in the  
matter of the Constitution Road Construction

FOR RESPONSE TO

*Withers Industries Inc.*  
Name of Company

*Andra M. Withers*

*June 24, 2011*  
(Date)

By: *Andra M. Withers*  
(Name)

Title: *Co-owner*

Address: *P.O. Box 249*  
*Summerville, S.C.*  
*29484*

